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Tuesday, July 17, 2018

VIA ECF

Hon. Lisa M. Smith, U.S.M.J.
The Hon. Charles L. Brieant Jr.
Federal Building and United States Courthouse
300 Quarropas St., Courtroom: 520
White Plains, NY 10601-4150

chambersNYSDSmith@nysd.uscourts.gov

RE: CAN'T STOP PRODUCTIONS, INC. V. SIXUVUS, LTD. ET AL
Civil Case No. 7:17-cv-06513-CS (SDNY)

Dear Judge Smith,

This firm has been retained by defendant Felipe Rose to represent him in his personal capacity with respect to the above litigation in which he is a named defendant. On this date, a Notice of Appearance was filed by this firm in this regard.

While Mr. Rose has retained new counsel to represent him in his individual capacity, let the record be clear that Mr. Rose fully supports the pending motion by all defendants to enforce the settlement agreement that was filed on May 25, 2018 (Docket Entry Nos. 149-153). In support of his position, Mr. Rose has submitted a declaration (Docket Entry 165-1) unequivocally attesting that he agrees to the settlement agreement reached by the parties and that he will abide by the terms and conditions of that agreement. Whether Mr. Rose continues with defendant Sixuvus Ltd. and continues to perform with the other individual defendants is irrelevant: if he were to continue, he will abide by the terms and conditions of the settlement; if he does not continue, he will still abide by the terms and conditions of the settlement. Either way, Mr. Rose agrees to perform the terms and conditions of the settlement agreement to which he agreed.

Based on our review of the record, it is quite apparent that intervenor Karen L. Willis is attempting to disrupt and obstruct a fair and reasonable settlement achieved by the parties under the hard work and advice of their legal counsel earlier this year. Indeed, the most recent filings by Ms. Willis (Docket Entry Nos. 164 and 166) make little sense and present no bona fide, legitimate basis – in law or in equity – to eviscerate the binding settlement agreement and re-open this litigation, which was rightfully terminated by the Court March 28, 2018 because an

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agreement was reached, which was subsequently placed on the record. Her arguments are frivolous and not supported by the undisputed facts or applicable law.

As such, on behalf of Mr. Rose, we respectfully request that the Court henceforth grant the motion to enforce the settlement agreement reached by the parties and deny any attempt to re-open litigation that was appropriately terminated because of that agreement.

Respectfully submitted,

/s/ Eric I. Abraham

ERIC I. ABRAHAM

EIA:ds

All Counsel via ECF